

15-815
9/24/15

CITY OF FRESNO
City Clerk's Office (Original)

LEASE AMENDMENT NO. 1

to the

FRESNO CHANDLER EXECUTIVE AIRPORT
AIRPORT LEASE AGREEMENT

Between

CITY OF FRESNO, CALIFORNIA

And

JOYCE ANDREWS
D.B.A.
FRESNO AIRPARTS

THIS LEASE AMENDMENT NO. 1 is made and entered the 1 Day of October, 2015, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation (hereinafter referred to as "Lessor") and JOYCE ANDREWS, d.b.a. FRESNO AIRPARTS COMPANY, located at 520 West Kearney Boulevard, Fresno, California 93706, (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, the Parties executed into a Lease Agreement effective July 1, 2010, (the "Agreement") covering a parcel of approximately 14,000 square feet of land, including a 6,171 square foot building at the Fresno Chandler Executive Airport, and

WHEREAS, the current term of the Agreement is scheduled to expire on June 30, 2015, and

WHEREAS, Lessee desires to remain at his present location and extend this agreement with the Lessor for an additional five years; and

WHEREAS, Lessor has determined it is in its best interest to extend this lease agreement with LESSEE.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises herein contained, it is hereby agreed:

1. Article II, Section A., "Term", of the Agreement is replaced and re-written to read as follows:

A. Term: The term of this Agreement shall be for a period of ten years, commencing July 1, 2010, hereinafter sometimes referred to as the "Commencement Date", and ending June 30, 2020 (the "Expiration Date").

a. Early Termination: Either party may terminate this Agreement at any time and without cause by serving written notice upon the other party no less than 60 days before such termination is to be effective.

b. Holding Over:

i. In the event Lessee shall remain in possession of the leased premises or any part thereof following the end of the life of this Agreement, and thus hold over the term hereof with or without the express written consent of Lessor, such holding-over occupancy shall be a tenancy from month to month only, terminable by either party hereto upon service of a minimum of 30 days' advance written notice upon the other party.

ii. Rental During Holding Over Period: During the holding-over MONTH-TO-MONTH TENANCY period, Lessee shall pay to Lessor all rent required by this Agreement at the rates in effect as of the date immediately preceding the date on which such month-to-month tenancy commences.

iii. Applicability of Agreement Provisions: EXCEPT as otherwise specifically set forth within this Article, such holding over shall be subject to all of the terms, covenants, conditions, and provisions of this Agreement applicable to a month-to-month tenancy.

2. Article V, Section A., "Rental", part a of the Agreement is replaced and re-written to read as follows:

a. Rent and Due Date: Rent for the Premises shall be paid in advance on the first day of each and every month at the rate of one thousand two hundred dollars (\$1,200.00) per month.

b. Rent Adjustment: Annually, commencing July 1, 2016, then on July 1 each and every year thereafter, throughout THE TERM OF THIS LEASE including any available option or holding over periods, the amount of the monthly Rent to be paid to Lessor by Lessee shall be subject to increase. The increased amount will become the new Rent each year respectively and will be calculated as follows:

i. The Rent will increase by the same percentage as the percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics (USDLBLS) Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (all items, U.S. city average) from January 1 to December 31 during the last full calendar year prior to the scheduled rent adjustment date. The amount of all such annual adjustments shall be determined in the manner illustrated within Exhibit "C" "Illustration Of Annual Rental Adjustment Computation", attached hereto and made a part hereof. LESSOR shall complete the "Annual Rental Adjustment Computation" worksheet and provide a copy of such worksheet to LESSEE, prior to the commencement of each Lease Year during THE LIFE OF THIS LEASE.

3. Exhibit C of the Agreement is added by the attached "Illustration of Annual Rental Adjustment Computation" which is marked as Exhibit "C" and dated 7/1/2011 (see 2.b.i. above).

4. Except as expressly provided in this Amendment No. 1, all other terms and provisions of the Agreement shall continue in full force and effect.

///

///

///

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the day and year first above written.

CITY OF FRESNO, CALIFORNIA
A Municipal Corporation

**JOYCE ANDREWS DBA
FRESNO AIRPARTS**

By: 
Kevin Meikle
Director of Aviation

By: Joyce C. Andrews
Title: President

ATTEST:
Yvonne Spence, CMC
City Clerk

By:  10-6-2015
Deputy

Address for Notice:

Fresno Airparts
520 West Kearney Avenue
Fresno, CA 93706

Phone: 559-237-4863

APPROVED AS TO FORM:

Douglas T. Sloan
City Attorney

By: 
Amanda Freeman, Deputy

Address for Notice:

City of Fresno
Airports Department
4995 E. Clinton Way
Fresno, CA 93727



FRESNO YOSEMITE
INTERNATIONAL AIRPORT

NOTICE OF ANNUAL RENTAL ADJUSTMENT (Based on USDLBLS Consumer Price Index for Urban Wage Earners and Clerical Workers - ALL ITEMS, U.S. CITY AVERAGE)	FRESNO YOSEMITE INTERNATIONAL AIRPORT LEASE AGREEMENT																		
EXAMPLE	DATE: EXAMPLE																		
RE: PIE IN THE SKY AVIATION LEASE AND AGREEMENT	ANNUAL RENTAL ADJUSTMENT COMPUTATION FOR LEASE YEAR COMMENCING: July 1, 2011																		
The rental adjustment calculation shown to the right was completed in keeping with the intent of the agreement for the Hangar at 1234 Aviation Way Fresno, CA Lease Agreement	<table><tr><td>USDLBLS CPI - JAN-DEC.,</td><td>2010</td><td>213.967 *</td></tr><tr><td>USDLBLS CPI - JAN-DEC.,</td><td>2011</td><td>221.575 *</td></tr><tr><td>AMOUNT OF CPI CHANGE</td><td></td><td>7.608</td></tr><tr><td>PERCENTAGE CPI CHANGE</td><td></td><td>3.5557%</td></tr><tr><td>CURRENT ANNUAL RENTAL</td><td></td><td>\$10,000.00</td></tr><tr><td>AMOUNT OF ADJUSTMENT</td><td></td><td>\$355.57</td></tr></table>	USDLBLS CPI - JAN-DEC.,	2010	213.967 *	USDLBLS CPI - JAN-DEC.,	2011	221.575 *	AMOUNT OF CPI CHANGE		7.608	PERCENTAGE CPI CHANGE		3.5557%	CURRENT ANNUAL RENTAL		\$10,000.00	AMOUNT OF ADJUSTMENT		\$355.57
USDLBLS CPI - JAN-DEC.,	2010	213.967 *																	
USDLBLS CPI - JAN-DEC.,	2011	221.575 *																	
AMOUNT OF CPI CHANGE		7.608																	
PERCENTAGE CPI CHANGE		3.5557%																	
CURRENT ANNUAL RENTAL		\$10,000.00																	
AMOUNT OF ADJUSTMENT		\$355.57																	
THE CITY OF FRESNO - AIRPORTS DEPARTMENT AND PIE IN THE SKY AVIATION	NEW MONTHLY RENTAL EFFECTIVE July 1, 2011 \$10,355.57																		
EFFECTIVE July 1, 2011																			
ANNUAL RENTAL WILL BE: \$10,355.57																			
If you have any questions concerning this matter, please contact the undersigned at (559) 621-4500	represented by: CITY OF FRESNO - AIRPORTS PROPERTIES SECTION 4995 E. CLINTON WAY FRESNO, CA 93727-1504 TELEPHONE: (559) 621-4500																		
	NOTES: * PER USDL/BLS																		

Illustration of Annual Rental Adjustment Computation

Exhibit "C"